

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Notwithstanding anything in the Lease or the Pooling Agreement and First Amendment to the contrary, Lessor grants Lessee the right to pool a portion of the Lease and Land with other land, lease or leases in the vicinity thereof to form two additional pooled units for the production of gas each not to exceed 468 acres and 707 acres in size, respectively (the "Third Unit" and "Fourth Unit"). Further, Lessor hereby grants its consent to allow Lessee to amend the First Unit to exclude up to six (6) acres of the Land from the First Unit so that Lessee may include such excluded portions of the Land in the Third Unit and Fourth Unit, provided that the pooling does not affect Lessor's ownership of the existing wells drilled from the Operations Site (as defined in the Lease) other than the Mapletree Unit 1H well located in the First Unit.
2. If Lessee drills a well or wells in which the surface location is on the Operations Site and the bottom hole location and/or portion of the production interval of the directional or horizontal lateral of such well is on, under and producing from the Second Unit, Third Unit, or Fourth Unit, whichever unit is applicable (the "Applicable Unit"), and said well(s) is completed as a producing well, then Lessee shall assign to Lessor an overriding royalty interest equal to two and one-half percent (2.50%) of 8/8ths of all oil, gas and associated hydrocarbons produced through the well bore of such well and attributable to the oil, gas and/or mineral leases covering the Applicable Unit, the surface location of which is on the Operations Site, proportionately reduced to the extent of the portion of the Land included within the Applicable Unit for such well so that Lessor's overriding royalty interest in such well shall be 2.5% multiplied by a fraction, the numerator of which is the acreage within the Applicable Unit other than the Land and the denominator of which is the total number of acres within the Applicable Unit. The overriding royalty interests to be conveyed to Lessor shall be limited to the well bore(s) in which the surface location is on the Operations Site and the bottom hole location and/or portion of the production interval of the directional or horizontal lateral of such well is producing oil, gas or other hydrocarbons from the Applicable Unit. Lessee agrees that the overriding royalty interests to be conveyed to Lessor shall be subject to paragraph 4 of the Lease, which is incorporated herein by reference, and shall be calculated, valued and paid on the same basis and according to the same terms as the royalty interest retained by Lessor in the Lease.
3. Lessor and Lessee hereby amend the Lease to: (a) authorize the formation of the Third Unit and Fourth Unit, (b) authorize the size of the Third Unit and Fourth Unit, (c) authorize Lessee to configure the Third Unit and Fourth Unit in its sole discretion, as long as each Unit includes a portion of the Land, (d) authorize the reconfiguration of the First Unit by excluding up to six (6) acres of the Land and

(e) authorize Lessee to utilize the Operations Site, the Right-of-Way (as defined in the Lease) and the subsurface of the Land to conduct operations on, and produce, one or more wells in which the surface location is on the Operations Site and the bottom hole location and/or portion of the production interval of the directional or horizontal lateral of such well is on and under the Third Unit or Fourth Unit, whichever unit is applicable, notwithstanding any partial termination of the Lease with respect to any part of the Land other than that included in the Third Unit and Fourth Unit.

4. Lessor and Lessee amend the Lease to delete paragraph 4(d) in its entirety and to replace it with the following new paragraph 4(d):

“(d) If Lessee, or an affiliate of Lessee, compresses, transports, processes, or treats gas produced from the Land, Lessor’s royalty shall not bear any of the costs associated therewith. If a third party, that is not an affiliate of Lessee, compresses, transports, processes or treats gas produced from the Land, Lessor’s royalty will bear its proportionate share of costs and expenses associated therewith (limited to Lessor’s proportionate share of a maximum of \$0.35 per Mcf of gas produced), but the price charged for compression, transportation, processing, and treatment shall not exceed the price that would be paid under similar circumstances in an arms-length transaction between unaffiliated parties.”

5. Lessor and Lessee amend the Lease to delete the third sentence of paragraph 10(a) in its entirety and to replace it with the following sentence:

“Lessee may not drill more than a total of fifteen (15) wells on the Operations Site without the prior written consent of Lessor.”

6. Lessor and Lessee amend the Lease to delete paragraph 10(b)(1) in its entirety and to replace it with the following new paragraph 10(b)(1):

“(1) \$5,000 per well for each well drilled on the Operations Site for the first four wells drilled and \$10,000 per well for each drilled on the Operations Site after the fourth well.”

7. Lessee (i) acknowledges that paragraph 10(b) of the Lease requires Lessee to pay Lessor damages for the use of the Operations Site in addition to the per well payment required by paragraph 10(b)(1) of the Lease in an amount equal to \$2,000 per acre of the Operations Site for each well completed as a well capable of producing in paying quantities; (ii) acknowledges that these additional damages have not been paid for any of the wells drilled on the Operations Site; (iii) agrees to pay Lessor the additional damages due to date concurrently with the execution of this agreement; and (iv) agrees to pay all additional damages due promptly with respect to future wells drilled on the Operations Site.

Lessor hereby adopts, ratifies, and confirms the Lease as to all of the terms and provisions therein, as amended hereby, and for the same consideration, Lessor does hereby lease, grant, demise, and let the Land, unto Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease, as amended hereby.

Except as amended by this Pooling Agreement and Second Amendment of Oil and Gas Lease and the Pooling Agreement and First Amendment, the Lease is and remains in full force and effect as originally written.

This Pooling Agreement and Second Amendment of Oil and Gas Lease is executed effective the 1st day of August, 2010.

LESSOR:

EAST GATE PROPERTIES, INC.

By: 

Name: Harold C. Kalke

Title: President

LESSEE:

XTO ENERGY INC.

By: 

Name: EDDIN S. RYAN, JR.

Title: SR VP - LAND ADMINISTRATION

ACKNOWLEDGEMENTS

DOMINION OF CANADA
THE PROVINCE OF BRITISH COLUMBIA
CITY OF VANCOUVER

This instrument was acknowledged before me on this 9th day of November, 2010, by Harold C. Kalke, as President of East Gate Properties Inc., a Washington corporation, on behalf of said corporation.



Notary Public

In and for the Province of British Columbia

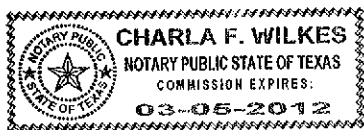
Printed Name: DANIEL LO

My Commission Expires: NEW EXPIRING

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on this the 30th day of November, 2010,
by Edwin S. Ryan, Jr., Sr VP. Land Administration of XTO Energy Inc., a Delaware
corporation, on behalf of said corporation.



Charla F. Wilkes
Notary Public